

GLOBAL AEROSPACE GENERAL THIRD PARTY AVIATION LIABILITY INSURANCE

SCHEDULE

POLICY NUMBER:

Item 1. NAME AND ADDRESS OF THE INSURED:

Item 2. PERIOD OF INSURANCE:

From:

To:

Both days * Local Standard Time at the address of the Insured shown above.

Item 3. LIMIT OF LIABILITY:

Combined Single Limit (Bodily Injury/Property Damage/Grounding) * any one Occurrence/Grounding and in the aggregate arising out of all Occurrences/Groundings during the Period of Insurance in respect of Sections 3 and 4 but limited in respect of Section 4 to * any one Grounding and in the aggregate arising out of all Groundings during the Period of Insurance

OR

Section 1: Combined Single Limit (Bodily Injury/Property Damage) * any one Occurrence

Section 2: * any one Occurrence

Section 3: Combined Single Limit (Bodily Injury/Property Damage) * any one Occurrence and in the aggregate arising out of all Occurrences during the Period of Insurance

Section 4: * any one Grounding and in the aggregate arising out of all Groundings during the Period of Insurance, such limit being included within, and not in addition to, the limit in respect of Section 3

Item 4. DEDUCTIBLE:

Item 5. GEOGRAPHICAL LIMITS:

Item 6. PREMIUM:

Item 7. NAME AND ADDRESS OF FIRM TO WHOM ALL NOTICES SHALL BE GIVEN:

Item 8. BUSINESS OF THE INSURED FOR WHICH COVERAGE IS AFFORDED HEREUNDER:

DEFINITIONS

BODILY INJURY

“Bodily Injury” means bodily injury, sickness or disease, including death at any time resulting therefrom.

GROUNDING

“Grounding” means the complete and continuous withdrawal from all flight operations at or about the same time of one or more aircraft due to the mandatory order of any airworthiness authority because of an existing, alleged or suspected like defect, fault or condition affecting the safe operation of two or more aircraft and which results from an Occurrence. Any liability of the Insured arising from such Grounding shall attach to the Period of Insurance in which the Occurrence took place.

A Grounding shall commence from the date on which the first such order becomes effective and continue until the date on which the last such order relating to the same existing, alleged or suspected like defect, fault or condition is withdrawn or becomes ineffective.

IN FLIGHT

An aircraft shall be deemed to be “In Flight” from the start of its actual take-off run until it has completed its landing run or, in the case of a rotary wing aircraft, from the time the rotors of the aircraft start to revolve preparatory to take-off until its rotors cease revolving after landing.

INSURED

“Insured” means the Insured specified in Item 1 of the Schedule and shall include directors, officers and employees of the Insured whilst acting within the scope of their duties on behalf of the Insured. At the option of the Insured at the time of any claim, such directors, officers and employees may also be included whilst using their own vehicles within the confines of any airport or airfield at which the Insured operates for the purposes of travelling to and from their place of work.

OCCURRENCE

“Occurrence” means an accident or a continuous or repeated exposure to conditions (other than a Grounding) occurring during the Period of Insurance which results in Bodily Injury and/or Property Damage neither expected nor intended from the standpoint of the Insured.

All liability arising out of such exposure to substantially the same general conditions shall be deemed to arise from one Occurrence.

PRODUCTS HAZARD

“Products Hazard” means

- (a) the possession, use, consumption or handling by others of goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured
- (b) the use by others of engineering, advice, services or labour supplied by the Insured

in connection with their business as specified in Item 8 of the Schedule, but only in respect of

- (i) such goods or products which form part of or are used in connection with aircraft and only after such goods or products have ceased to be in the possession or under the control of the Insured.
- (ii) such engineering, advice, services or labour provided in connection with aircraft and only after such engineering, advice, services or labour have been put to use by somebody other than the Insured.

However, the supply, by the Insured, of food or drink at any premises used by the Insured in connection with their business as specified in Item 8 of the Schedule shall not be considered a Products Hazard.

PROPERTY DAMAGE

“Property Damage” means physical loss of or damage to tangible property including the resultant loss of use of such property.

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In consideration of the payment of the premium specified in the Schedule and in reliance upon the information provided by the Insured to the Insurers, Insurers agree to provide coverage in accordance with the following:

SECTION 1 – PREMISES LIABILITY

The Insurers agree to pay on behalf of the Insured all sums, less any applicable deductible, which the Insured shall become legally liable to pay as damages for Bodily Injury and/or Property Damage caused by an Occurrence at any premises used by the Insured in connection with their business as specified in Item 8 of the Schedule and subject to the Geographical Limits as specified in Item 5 of the Schedule.

EXCLUSIONS APPLICABLE TO SECTION 1

This Section does not cover

1. Bodily Injury or Property Damage caused by the use of any vehicle on the road in such a manner as to require insurance or security under any domestic or international law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle on the public highway.

This exclusion shall not apply to liability arising from Occurrences within the confines of any airport or airfield at which the Insured operates

- (a) if there is no such applicable law
- (b) to the liability of the Insured to pay any amount which is in excess of
 - (i) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects insurance in respect of such liability or not
 - (ii) the limit of liability of the insurance effected by the Insured in respect of such liability

whichever is the greater.

2. Bodily Injury or Property Damage caused by any ships, vessels, watercraft or aircraft owned, chartered, used or operated by or on behalf of the Insured but this exclusion shall not apply to aircraft owned by others whilst such aircraft are not In Flight in the care, custody or control of the Insured or whilst being serviced, handled or maintained by the Insured and for which coverage is afforded under Section 2 of this Policy, whether such Section is insured hereunder or not.
3. Bodily Injury or Property Damage arising out of construction of, demolition of or alterations to buildings, runways or installations (other than normal maintenance operations).
4. Bodily Injury or Property Damage arising out of
 - (a) any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured, after such goods or products have ceased to be in the possession or under the control of the Insured
 - (b) any engineering, advice, services or labour supplied by the Insured, after such engineering, advice, services or labour have been put to use by somebody other than the Insured.

but this exclusion shall not apply to liability arising out of the supply, by the Insured, of food or drink at any premises used by the Insured in connection with their business as specified in Item 8 of the Schedule.

5. Bodily Injury or Property Damage arising out of any airmeet, air race, air show or any stand used for the accommodation of spectators in connection therewith.

SECTION 2 – HANGARKEEPERS LIABILITY

The Insurers agree to pay on behalf of the Insured all sums, less any applicable deductible, which the Insured shall become legally liable to pay as damages for Property Damage to aircraft or aircraft equipment not owned, rented or leased by the Insured, caused by an Occurrence whilst

- (a) in the care, custody or control of the Insured or
- (b) whilst being serviced, handled or maintained by the Insured

in connection with their business as specified in Item 8 of the Schedule and subject to the Geographical Limits as specified in Item 5 of the Schedule.

EXCLUSION APPLICABLE TO SECTION 2

This Section does not cover Property Damage to aircraft whilst In Flight.

SECTION 3 – PRODUCTS LIABILITY

The Insurers agree to pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for Bodily Injury and/or Property Damage caused by an Occurrence arising out of the Products Hazard.

EXCLUSIONS APPLICABLE TO SECTION 3

This Section does not cover

1. The cost of repairing or replacing any defective goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or any defective part or parts thereof.
2. Loss arising out of improper or inadequate performance, design or specification but this exclusion shall not apply to Bodily Injury or Property Damage insured hereby resulting therefrom.

SECTION 4 – GROUNDING LIABILITY

The Insurers agree to pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for the loss of use of aircraft caused by a Grounding following an Occurrence arising out of the Products Hazard and insured under Section 3 of this Policy.

EXCLUSIONS APPLICABLE TO SECTION 4

This Section does not cover

1. Loss of use of any aircraft occurring during maintenance, routine overhaul, alteration, or modification, other than when relating to a Grounding.
2. Loss of use of any aircraft occurring during any period that the Insured does not use reasonable diligence to find and eliminate the cause of the loss of use.
3. Loss of use of any aircraft caused by the failure of the Insured to make available or deliver goods or products to the operator of such aircraft.
4. Loss of use of any aircraft if such loss of use is the subject of a claim under Section 3 of this Policy.
5. Loss of use of any aircraft in the care, custody or control of the Insured other than aircraft temporarily in the care, custody or control of the Insured for modification relating to Grounding.
6. Loss of use of any aircraft after it is designated by the manufacturer or required by the direction of any airworthiness authority to be removed from all flight operations due to its certificate of airworthiness being withdrawn by reason of the aircraft's safe operational life having been reached or exceeded.

DEFENCE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded under this Policy the Insurers shall

1. Have the right and obligation to defend at their cost and expense in the name of and on behalf of the Insured any suit or other proceedings, even if groundless, false or fraudulent, brought against the Insured. However, the Insurers shall have the right to make such investigation, negotiation and settlement of any claim or suit as they deem expedient. Furthermore, the Insurers shall pay all expenses incurred by the Insured with the Insurers' approval (other than the salaries of the Insured's employees and the Insured's normal office expenses) in respect of any such suit or other proceedings brought against the Insured.
2. Pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this Policy and all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds.
3. Pay all costs taxed against the Insured in any such suit or proceedings and all interest accruing after entry of judgement until the Insurers have paid, tendered or deposited in court, such part of such judgement as does not exceed the applicable limit of liability of this Policy. The Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of liability of this Policy bears to the amount of such judgement.

The amounts incurred under this clause, except settlements of claims and suits, are payable by the Insurers in addition to the limit of liability of this Policy. However with respect to any coverage which is subject to an aggregate limit hereunder the Insurers shall not be obligated to defend any suit nor to pay any costs or expenses after the applicable aggregate limit of liability of this Policy has been exhausted and in this event the Insured shall have the right to take over control of proceedings from the Insurers.

GENERAL EXCLUSIONS

This Policy does not cover

1. Bodily Injury to any employee of the Insured arising out of and in the course of their employment by the Insured, or liability for which the Insured or their insurer may be held liable under any employer's liability, workers' compensation, unemployment compensation or disability benefits law or any similar law.
2. Property Damage to property owned, rented, leased or occupied by or in the care, custody or control of the Insured or whilst being serviced, handled or maintained by the Insured. This exclusion shall not apply
 - (a) under Section 1, to Property Damage to vehicles not owned, rented or leased by the Insured whilst in the Insured's care, custody or control.
 - (b) under Section 1, to Property Damage to baggage or cargo not owned by the Insured whilst in the Insured's care, custody or control.
 - (c) under Section 2, to Property Damage to aircraft or aircraft equipment not owned, rented or leased by the Insured whilst in the care, custody or control of the Insured or whilst being serviced, handled or maintained by the Insured.
3. liability assumed by the Insured by agreement under any contract unless such liability would have attached to the Insured even in the absence of such agreement.

However, insofar as provision may be made under various agreements or contracts entered into by the Insured prior to inception hereof which have been agreed by the Insurers of the policy of which this Policy is a renewal requiring the inclusion hereunder of additional Insureds, hold harmless agreements, indemnities, waivers of subrogation and contractual agreements this Policy shall be extended to incorporate such requirements in respect of such coverage as is afforded hereunder.

Agreements or contracts entered into by the Insured in accordance with standard International Air Transportation Association (IATA) conditions shall be automatically included without advice to Insurers. All other agreements or contracts entered into by the Insured shall be subject to prior agreement by Insurers.

Nothing contained herein shall be construed to extend the coverage of this Policy to risks not otherwise insured hereunder and the inclusion of all such agreements or contracts shall be subject to the terms, conditions, limitations and exclusions of this Policy.

4. the cost of correcting any faulty workmanship or of improving any work undertaken by the Insured.
5. Bodily Injury or Property Damage arising out of the operation of an airfield control tower or the provision of air traffic control services.
6. claims excluded by the attached
 - (a) War, Hi-Jacking and Other Perils Exclusion Clause AVN48B.
 - (b) Noise and Pollution and Other Perils Exclusion Clause AVN46B. However, paragraph 1(b) of this Clause AVN46B shall not apply, under Section 3, to pollution or contamination of goods or products sold or supplied by the Insured, and under Section 1, to pollution or contamination of food or drink supplied by the Insured.
 - (c) Nuclear Risks Exclusion Clause AVN38B (Amended).
 - (d) Date Recognition Exclusion Clause AVN2000A.
 - (e) Asbestos Exclusion Clause 2488AGM00003.
 - (f) Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN72.

GENERAL CONDITIONS

1. Upon the happening of any event likely to give rise to a claim under this Policy, notice in writing with full particulars shall be given to the Insurers as soon as possible. Every letter, claim, writ, summons or process shall be forwarded to Insurers immediately on receipt by the Insured. The Insured shall render such further information and assistance as the Insurers may reasonably require and shall not act in any way to the detriment or prejudice of the interests of the Insurers.
2. No liability shall be admitted and no offer or promise of payment shall be made by the Insured without the written consent of Insurers.
3. The Insured shall exercise due diligence and ensure that all reasonable safeguards and precautions against Occurrences are provided and used.
4. The Insured shall comply with all international and government regulations and civil instructions.
5. The insurance afforded under this Policy shall be excess insurance over any other valid and collectible insurance available to the Insured.
6. This Policy may be cancelled at any time at the written request of the Insured or may be cancelled by or on behalf of the Insurers provided 30 days notice in writing be given. (Where 30 days notice is contrary to the law or statute then the minimum period that is permitted shall be substituted therefor).

If the Policy shall be cancelled by the Insured the Insurers shall retain the short rate proportion of the premium calculated in accordance with the following scale:

1 month on risk	20% annual premium
2 months on risk	30 % annual premium
3 months on risk	40% annual premium
4 months on risk	50 % annual premium
5 months on risk	60% annual premium
6 months on risk	70% annual premium
7 months on risk	75 % annual premium
8 months on risk	80% annual premium
9 months on risk	85 % annual premium

Over 9 months equivalent to annual.

If the Policy shall be cancelled by Insurers they shall retain the premium for the period that this Policy has been in force, calculated pro-rata. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.

7. The Insured shall be under a continuing duty, during the Period of Insurance, to notify the Insurers immediately of any changes which increase the risks which have been presented to the Insurers. Such changes shall be subject to agreement by Insurers and may require an additional premium to be charged. There shall be no coverage for any claims resulting from any changed element of the risk unless the changed element of the risk has been notified to and agreed by Insurers.
8. An Insured shall not in the presentation and furtherance of any claim:
 - (a) deliberately or recklessly conceal from Insurers any information which the Insured knows or ought to know might be material to their consideration of any claim;
 - (b) provide to Insurers information, which the Insured knows to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; nor
 - (c) otherwise use fraudulent means or devices, including suppressing a known defence to Insurers' liability.

In any such event the Insurers shall have the option to refuse to pay the whole or any part of the claim to such Insured.

In the circumstances set out in sub-paragraph (b) above, Insurers shall also have the option to:

- (i) terminate the cover provided by all sections of the Policy to such Insured with effect from the date that such information was provided;

- (ii) recover any sums paid to such Insured in respect of losses occurring on or after the date that such information was provided; and
 - (iii) retain any and all premium paid by such Insured.
9. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the limit of liability of this Policy.
 10. This Policy shall be governed by and construed in accordance with the law of the country of domicile of the Insured, as per the address specified in Item 1 of the Schedule, whose courts shall have exclusive jurisdiction in any dispute arising hereunder.
 11. In the event of any payment under this Policy the Insurers may exercise their rights of recovery against any responsible party.
 12. The coverage provided by this Policy shall not be invalidated by any reasonable act by or on behalf of the Insured for the purpose of protecting persons or property.
 13. This Policy may not be assigned in whole or in part except with the consent of the Insurers.
 14. Notwithstanding anything to the contrary in the Policy the following shall apply:
 - (a) If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.
 - (b) In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
 - (c) In the event of any law or regulation becoming applicable during the Period of Insurance which will restrict the ability of an Insurer to provide coverage as specified in paragraph (a), then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given.

In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

ATTACHMENT ONE

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)

This Policy does not cover claims caused by

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

AVN48B
1.10.96

ATTACHMENT TWO

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property;unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend
 - (a) claims excluded by Paragraph 1 or
 - (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:
 - (i) damages awarded against the Insured and
 - (ii) defence fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

AVN46B
1.10.96

ATTACHMENT THREE

NUCLEAR RISKS EXCLUSION CLAUSE

- (1) This Policy does not cover any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
 - (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:
 - (i) depleted uranium and natural uranium in any form;
 - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- (3) This Policy, however, does not cover any legal liability of whatsoever nature with respect to which:
 - (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
 - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
 - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
- (4) Legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
 - (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
 - (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
 - (iii) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

AVN38B (Amended)
22.7.96

ATTACHMENT FOUR

DATE RECOGNITION EXCLUSION CLAUSE

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time;

whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A
14.03.01

ATTACHMENT FIVE

ASBESTOS EXCLUSION CLAUSE

This Policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

- (1) the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
- (2) any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (1) or (2) hereof.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

2488AGM00003

ATTACHMENT SIX

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE

The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.

AVN72
9.2.2000

GLOBAL 100B
31.08.18

* complete as applicable